SENT BY: SHB; TO: PTO CENTRAL FAX

503 574 3197; AT: 15712738300 MAY-17-06 3:07PM;

PAGE 1

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MAY 1 7 2006

16100 NW Cornell Rd., Suite 220 Beaverton, Oregon 97006 Telephane: (503) 574-3100 Facsimile: (503) 574-3197

Smith-Hill and Bedell, P.C.

PATENT AND TRADEMARK LAWYERS

John Smith-Hill Daniel J. Bedeli

Jay R. Smith-Hill Registored Patent Agent

FACSIMILE COVER SHEET

To: Stephen J. Ralis

Art Unit 3742

Firm:

US PATENT AND

TRADEMARK OFFICE

Fax: 1-571-273-8300

Your ref: 10/540,340

From: John Smith-Hill

Date: May 17, 2006

Our ref: LAN1 3470

Pages: Cover + 11

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MAY 1 7 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Jillianne M. PIERCE

Art Unit: 3742

Application No: 10/540,340

Examiner:

Stephen J. Ralis

Filed: June 20, 2005

For: CANDLE MELTING SYSTEM

TRANSMITTAL OF POWER OF ATTORNEY

COMMISSIONER FOR PATENTS P.O. Box 1450

Alexandria, Virginia 22313-1450

SENT BY: SHB;

Transmitted herewith is a power of attorney. Please record 007812 as the Customer Number for this application.

In accordance with the instructions in the power of attorney, please direct all future correspondence to the correspondence address associated with Customer Number 007812.

Respectfully submitted,

John Smith-Hill Reg. No. 27,730

SMITH-HILL & BEDELL, P.C. 16100 N.W. Cornell Road, Suite 220 Beaverton, Oregon 97006

Tel. (503) 574-3100 Fax (503) 574-3197 Docket: LAN1 3470

Certificate of Facsimile Transmission

I hereby certify that this paper is being facsimile transmitted to the Patent and Trademark Office on the date shown below.

John Smith-Hill

Date

MAY 1 7 2006

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of

Jillianne M. PIERCE

Application No: 10/540,340

Filed: June 20, 2005

For: CANDLE MELTING SYSTEM

CERTIFICATE UNDER 37 CFR 3.73(b) POWER OF ATTORNEY BY ASSIGNEE

Access International Inc., an Oregon corporation, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of an Assignment of Patent Properties (copy enclosed).

The undersigned declares that he is an officer of Access
International Inc. and is authorized to sign this certificate on
behalf of Access International Inc.; and further declares that all
statements made herein of his own knowledge are true and that all
statements made on information and belief are believed to be true; and
further that these statements were made with the knowledge that
willful false statements and the like so made are punishable by fine
or imprisonment, or both, under Title 18, United States Code, Sec.
1001, and that such willful false statements may jeopardize the
validity of the application or any patent issued thereon.

Access International Inc. as Assignee of the entire right, title, and interest in and to this patent application, hereby revokes any previous Powers of Attorney and appoints the practitioners associated with Customer Number 007812 (John Smith-Hill, Reg. No. 27,730 and Daniel J. Bedell, Reg. No. 30,156) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith and in connection with the resulting patent.

SENT BY: SHB;

Send correspondence to the correspondence address associated with Customer Number 007812.

> TOTERNATIONAL ACCESS

MAY-17-06 3:08PM;

PAGE 4/12 * RCVD AT 5/17/2006 7:00:33 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-5/16 * DNIS:2738300 * CSID:503 574 3197 * DURATION (mm-ss):02-38

SENT BY: SHB:

ASSIGNMENT OF PATENT PROPERTIES

THIS AGREEMENT is made by Jillianne M. Pierce ("Pierce") and Crescent & Willow, LLC, ("Crescent"), an Oregon limited liability company, both of Lake Oswego, Oregon, and David W. Landis ("Landis") and Access International Inc. ("Access"), both of Portland, Oregon.

WHEREAS, Pierce is the owner of record of the patent properties listed in the accompanying Schedule;

WHEREAS, Pierce has designed and/or developed certain candle-related products, including products referred to as CANDLE WAND, CANDLE WIZARD and WICKAMAJIG;

WHEREAS, Crescent is indebted to Landis and Pierce has pledged her interest in the patent properties as collateral for the loan;

WHEREAS, Access is desirous of acquiring the entire right, title, and interest in and to the patent properties; and

WHEREAS, Landis is willing to accept assignment of the patent properties to Access in satisfaction of the debt owed by Crescent:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Pierce hereby assigns and transfers to Access her entire legal and equitable right, title, and interest for the territory of the United States of America, and for all foreign countries, in and to the invention described and claimed in the patent properties; said invention, the patent properties, any Letters Patent of this or any foreign country issued pursuant to the patent properties, and all divisions, continuations, reissues, and extensions thereof, to be held and enjoyed by Access for its own use and behalf, and for its successors and assigns, to the full end of the term for which Letters Patent may be granted in this or any foreign country, as fully and entirely as the same would have been held by Pierce had this assignment and sale not been made, and Pierce warrants that she has full right to do so, and agrees that she shall communicate to Access, or its successors and assigns, any facts known to her respecting said

PAGE 5/12 * RCVD AT 5/17/2006 7:00:33 PM [Eastern Daylight Time] * SVR:USPTO-EFXRF-5/16 * DNIS:2738300 * CSID:503 574 3197 * DURATION (mm-ss):02-38

invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful declarations, and generally do everything possible to aid Access, its successors and assigns, to obtain and enforce proper patent protection for said invention in this or any foreign country.

- 2. Pierce warrants that she has not entered into any agreement that is inconsistent with her obligations under paragraph 1, or would in any way prevent Access from acquiring the entire right, title and interest in the patent properties, free of all encumbrances and claims.
- 3. Pierce warrants that she has not filed, or caused to be filed, any United States, foreign or International patent applications describing, disclosing or claiming the CANDLE WAND, CANDLE WIZARD or WICKAMAJIG products other than the applications included in the patent properties.
- 4. Pierce warrants that, to the best of her knowledge and belief, U.S. Patent Application No. 10/540,340 filed June 20, 2005 is pending before the Patent and Trademark Office and that, as of the date of this Agreement, no outstanding action of the Patent and Trademark Office requires a reply less than one month after the date of this Agreement.
- 5. Pierce warrants that she has not filed, or caused to be filed, in the United States any division, continuation or continuation-in-part of any application included in the patent properties except as follows:

Number | Filing Date

SENT BY: SHB;

- 6. Pierce and Crescent agree to deliver to Landis, or his designee, all documents and papers in their possession or control relating to the patent properties.
- 7. Subject to execution and delivery of this Agreement by Pierce and Crescent, Landis and Access release and discharge Pierce and Crescent from all debts and other obligations that are

owed by Pierce or Crescent to Landis or Access and that arose prior to the date of this Agreement.

SENT BY: SHB;

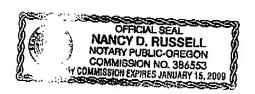
EXECUTED at Portland, Oregon, this 2006, by

STATE OF OREGON County of Washington)

SENT BY: SHB;

This day of C. w. 2006, before me personally came the above-named Jillianne M. Pierce, who executed the foregoing instrument in my presence, and who acknowledged to me that he/she executed the same of his/her own free will for the purposes set forth therein.

Notary Public for Oregon
My commission expires:



MAY-17-06 3:09PM;

EXECUTED at Portland, Oregon, this 87h day of May 2006, by STATE OF OREGON This day of day of 2006, before me personally came the above-named who executed the foregoing instrument in my presence, and who acknowledged to me that he/she signed the instrument with proper authority and executed it as the act of the person or entity represented and identified therein. Notary Public for Oregon 15.00

OFFICIAL SEAL NANCY D. RUSSEL NOTARY PUBLIC-OREGON COMMISSION NO. 386553 MY COMMISSION EXPIRES JANUARY 15, 2009

SENT BY: SHB;

EXECUTED at Portland, Oregon, this

STATE OF OREGON

County of Washington)

David W. Landis, who executed the foregoing instrument in my presence, and who acknowledged to me that he/she executed the same of his/her own free will for the purposes set forth therein.

Notary Public for Oregon My commission expires:

OFFICIAL SEAL RANDALL R. MABREY NOTARY PUBLIC - OREGON COMMISSION NO. 404897 MY COMMISSION EXPIRES APRIL 13, 2010 EXECUTED at Portland, Oregon, this 15 day of

STATE OF OREGON

County of Washington)

David (2017) /5 day of 2006, before me personally came the above-named who acknowledged to me that he/she signed the instrument with proper authority and executed it as the act of the person or entity represented and identified therein.

Notary Public for Oregon



OFFICIAL SEAL RANDALL R. MABREY NOTARY PUBLIC - OFFICIAL COMMISSION NO. 404897 MY COMMISSION EXPIRES APRIL 13, 2010

PAGE 12/12

SCHEDULE

Patent Property

SENT BY: SHB;

Filing Date

MAY-17-06 3:10PM;

U.S. Provisional Application No. 60/435,531

12/20/2002

International Application No. PCT/US2003/040602

12/19/2003

U.S. Patent Application No. 10/540,340

06/20/2005